



THIS CONSULTING AGREEMENT (hereinafter "Agreement") is made and entered into this September 21, 2022 by and between Bottom Line Concepts, LLC ("Bottom Line"), a Florida limited liability company, and Panorama Mortgage Group Inc. (Client) (collectively the "Parties").

**WHEREAS**, Bottom Line offers consultation for the recovery of Employee Retention Tax Credits ("ERC") pursuant to the Coronavirus Aid Relief and Economic Stimulus Act ("CARES Act"), and;

**WHEREAS**, Client desires to engage Bottom Line for its consultant services in connection with ERC, and;

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

**A. ENGAGEMENT; SCOPE OF SERVICES**

Client engages Bottom Line to perform the following services (hereinafter the "Services"), and Bottom Line agrees to use all commercially reasonable efforts to perform the Services:

1. Identify any Employee Retention Tax Credits, as available under the CARES Act, which may be available to Client (the "Credits").
2. Obtain and analyze applicable client information (i.e. payroll data, employer healthcare costs, disruption of ordinary business, etc.) ("Client Information") from Client which is reasonably necessary to calculate Credits.
3. Calculate Client's available Credits.
4. Prepare and deliver documentation to Client that includes a worksheet showing the calculation of Credits and applicable amended tax schedules showing available credits (the "Deliverables").
5. Provide audit support in the event of an audit by the Internal Revenue Service ("IRS"), as defined herein.

**B. TERMS**

This Agreement shall remain in effect until the completion of Bottom Line's Services and payment of all Fees. Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party. The following sections of this Agreement shall survive any termination by Client; Sections C (Exclusive Provider of ERC Services), D (Fees), E (Indemnification by Client and Bottom Line), and H (Audit Rights and Audit Support).

### **C. EXCLUSIVE PROVIDER OF ERC SERVICES**

Upon execution of this Agreement, Client agrees that Bottom Line is its exclusive provider of ERC consultant services. As such, Client shall refrain from obtaining any Credits through any other entity, or on its own behalf, without the express written consent of Bottom Line.

Should Client receive any Credits without using Bottom Line's services, Client shall be required to pay Bottom Line its Fee as though the Credits were obtained pursuant to this Agreement. This section survives the termination of this Agreement, if such termination was noticed by Client.

### **D. FEES**

1. Client agrees to pay Bottom Line a contingency Fee of █ of all Credits received by Client, including the actual ERC refund and interest paid. Credits shall be deemed received by Client whether those Credits are in the form of an actual cash/check payment or whether those Credits are offset by the IRS against any existing or future tax liability.
2. All Fees shall be paid by Client to Bottom Line within five (5) days of Client receiving any Credit.
3. Any Fee not paid within five (5) days of Client receiving any Credit shall accrue interest at 1.5% per month.

This section survives the termination of this Agreement, if such termination was noticed by Client.

### **E. INDEMNIFICATION BY CLIENT AND BOTTOM LINE**

By reporting certain wages, health care and pension expenses to Bottom Line to perform the ERC Services, Client represents that it will, upon request, provide Bottom Line with complete and accurate documentation sufficient to substantiate Client's eligibility for the Credits. Client acknowledges and understands that (i) Bottom Line is relying solely upon the information and representations provided by Client to demonstrate its eligibility for ERC and (ii) Bottom Line is not able to independently verify the accuracy of any such information or documents provided by Client.

Client agrees to indemnify, defend, and hold Bottom Line harmless, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages, demands, causes of action, liabilities, fines, penalties, costs, or expenses of whatever kind or nature arising from errors or omissions in the information Client provides to Bottom Line.

Bottom Line agrees to indemnify, defend, and hold Client harmless, including its directors, officers, employees, and agents from and against all losses, suits, claims, damages (consequential or otherwise), demands, causes of action, liabilities, fines, penalties, costs, or expenses of whatever kind or nature arising from any of Bottom Line's willful, intentional, or negligent conduct in performing the Services.

Notwithstanding the foregoing, a Party's maximum liability for indemnification under this Agreement shall not exceed the amount of Fees actually paid by Client under this Agreement and neither Party shall be liable to the other for any consequential, incidental, or indirect damages (excluding Credits), arising out of this Agreement.

#### **F. INDEPENDENT CONTRACTOR**

This Agreement does not create any partnership or joint venture between the parties, not constitute either party as the agent or legal representative of the other for any purpose. The relationship of Bottom Line and Client shall be one of independent contractor. Neither party has the right or authority to create any obligation or responsibility, express or implied, on behalf of the other, or to bind the other in any manner whatsoever.

#### **G. CONFIDENTIALITY**

In connection with this Agreement each party may receive or have access to Confidential Information concerning the other Party, including, but not limited to, financial information, trade secrets, and methods, which is non-public and may be proprietary in nature. All such information, together with all non-public information concerning a Party and all information concerning this Agreement, is referred to as "Confidential Information."

Each Party shall use the other's Confidential Information solely for the purposes of performing its obligations under this Agreement and shall not use any such Confidential Information for its own purposes, and shall not disclose Confidential Information except (i) to its employees, officers, directors, affiliates, and advisors on an as-needed basis in connection with the performance under this Agreement, and in the case of Bottom Line to vendors with providing Deliverables to Client, and (ii) as other required by an regulatory authority, law or regulation, or by legal process. Client understands and agrees that Bottom Line may on its website and in its marketing materials identify Client as a client of Bottom Line and, in connection, may display Client's logo, and any license or permission with respect to the same is hereby granted without any liability of any kind to Bottom Line.

## **H. AUDIT RIGHTS AND AUDIT SUPPORT**

Upon request to Client, Bottom Line shall be provided access to Client's information as only reasonably needed to determine whether any Credits have been received by Client.

Bottom Line will refund any portion of the Fee attributable to Credits disallowed by the IRS, provided, however, that Bottom Line is given reasonable notice of any audit, challenge, or other proceeding by the IRS for review of the Credits, and that Bottom Line is given the opportunity to provide Audit Support regarding Client's eligibility, validity, and amount of the Credits. "Audit Support" shall mean Bottom Line (or its independent contractor) assisting Client and its representatives in connection with an IRS audit of the Credits by providing an explanation of the basis for the Credits, including (i) providing a justification for Client's eligibility for the Credits, (ii) explaining the methods used to calculate the Credits and (iii) describing how the Client's data obtained pursuant to Paragraph A.2. is used in the calculation of Credits.

## **I. MISCELLANEOUS**

1. BOTTOM LINE DOES NOT PROVIDE TAX ADVICE, TAX FILINGS, OR CPA SERVICES. BOTTOM LINE IS NOT A TAX PREPARER OR ACCOUNTANT AND THEREFORE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR PREPARATION OF A CLIENT'S FEDERAL OR STATE TAX RETURNS. BOTTOM LINE WILL NOT RENDER OR BE REQUIRED TO RENDER ANY SERVICE THAT COULD BE INTERPRETED AS THE PRACTICE OF ACCOUNTING.
2. Upon request by Bottom Line, Client shall execute Form 2848, Power of Attorney, for the limited purpose of Bottom Line checking on the status of the Credits.
3. This Agreement constitutes the entire understanding between the Parties and shall be governed and construed in accordance with the laws of the State of Florida.
4. In the event of any dispute related to this Agreement, the Parties agree to submit all disputes for mandatory arbitration with the American Arbitration Association (AAA) under the AAA's Commercial Arbitration Rules. The exclusive jurisdiction for any arbitration shall be the State of Florida, Miami-Dade County, or the state and county of Client's primary place of business. The Parties waive all objections to jurisdiction, selection of venue, or the mandatory dispute process. The Parties agree to abide by all awards rendered in such proceedings.
5. In the event that any party institutes any legal suit, action or proceeding, against the other party arising out of or relating to this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by the prevailing party in connection with the suit, action or proceeding, including reasonable attorneys' fees and expenses.
6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements or understandings.
7. This Agreement shall not be amended or modified unless agreed to in writing by both Parties.
8. This Agreement may be executed and delivered electronically and in counterparts as though signed in full.

IN WITNESS ABOVE, the Parties hereto have entered into this Agreement on the date set forth above.

**BOTTOM LINE CONCEPTS, LLC**



By: Josh Fox

Title: CEO

**CLIENT**



Panorama Mortgage Group Inc.

## **Delegated Contact**

Please input the name & contact information for the person that will fulfill our data and document requests.

Contact Name: Ryan Rathert

Contact E-Mail: rrathert@pmgllc.com

Contact Phone #: [REDACTED]

## Signature Certificate

Reference number 27IS8-BU9MV-ZQT8V-3XPM9

Signer	Timestamp	Signature
<b>Sarah Gonzalez</b> Email: sgonzalez@pmgllc.com Shared via link		
Sent:	21 Sep 2022 15:57:57 UTC	
Viewed:	21 Sep 2022 15:58:54 UTC	
Signed:	26 Sep 2022 15:41:35 UTC	
		
		IP address: [REDACTED]
		Location: [REDACTED]

Document completed by all parties on:  
26 Sep 2022 15:41:35 UTC

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